

ORIGINAL

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF TEXAS
FORT WORTH DIVISION

TAMMY EATON,

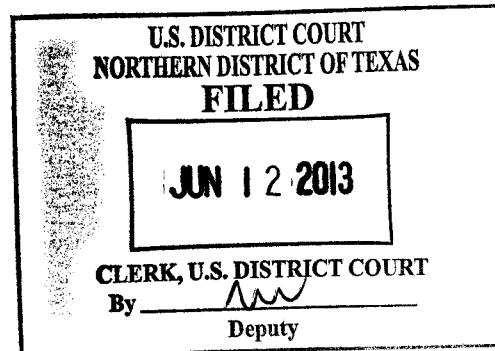
Plaintiff,

vs.

MIDLAND CREDIT MANAGEMENT, INC.,
MIDLAND FUNDING, LLC,
CITIFINANCIAL, INC.,
EXPERIAN INFORMATION
SOLUTIONS, INC.,
EQUIFAX INFORMATION
SERVICES, LLC, and TRANS UNION, LLC,

Defendants.

Civil Action No. 4-13-cv-385



DEFENDANT CITIFINANCIAL, INC.'S ORIGINAL ANSWER TO PLAINTIFF'S COMPLAINT

Subject to and without waiving its Motion For Partial Dismissal, Defendant CitiFinancial, Inc. ("CitiFinancial") files this Original Answer to Plaintiff's Complaint and Jury Demand (the "Complaint") filed by Tammy Eaton ("Plaintiff"), and for this Original Answer, CitiFinancial would show the Court as follows:

RESPONSES TO FACTUAL ALLEGATIONS IN THE COMPLAINT

Pursuant to Rule 8 of the Federal Rules of Civil Procedure, CitiFinancial makes the following responses to the factual allegations set forth in the Complaint.

Jurisdiction

1. CitiFinancial admits that the Court has subject matter jurisdiction as alleged in Paragraph 1 of the Complaint but denies that the claims asserted by Plaintiff against CitiFinancial have any validity.

2. CitiFinancial is without knowledge or information sufficient to form a belief as to the truth of the factual allegation in Paragraph 2 of the Complaint and therefore denies the allegation.

3. CitiFinancial denies the factual allegation in Paragraph 3 of the Complaint.

Venue

4. CitiFinancial admits that venue is proper in the Northern District of Texas but denies the remaining allegations in Paragraph 4 of the Complaint.

5. CitiFinancial is without knowledge or information sufficient to form a belief as to the truth of the factual allegation in Paragraph 5 of the Complaint and therefore denies the allegation.

Parties

6. CitiFinancial is without knowledge or information sufficient to form a belief as to the truth of the factual allegations in Paragraph 6 of the Complaint and therefore denies the allegation.

7. CitiFinancial is without knowledge or information sufficient to form a belief as to the truth of the factual allegations in Paragraph 7 of the Complaint and therefore denies the allegation.

8. CitiFinancial is without knowledge or information sufficient to form a belief as to the truth of the factual allegations in Paragraph 8 of the Complaint and therefore denies the allegation.

9. CitiFinancial admits the factual allegations in Paragraph 9 of the Complaint.

10. CitiFinancial is without knowledge or information sufficient to form a belief as to the truth of the factual allegations in Paragraph 10 of the Complaint and therefore denies the allegation.

11. CitiFinancial is without knowledge or information sufficient to form a belief as to the truth of the factual allegations in Paragraph 11 of the Complaint and therefore denies the allegation.

12. CitiFinancial is without knowledge or information sufficient to form a belief as to the truth of the factual allegations in Paragraph 12 of the Complaint and therefore denies the allegation.

13. CitiFinancial is without knowledge or information sufficient to form a belief as to the truth of the factual allegation in Paragraph 13 of the Complaint and therefore denies the allegation.

14. CitiFinancial is without knowledge or information sufficient to form a belief as to the truth of the factual allegation in Paragraph 14 of the Complaint and therefore denies the allegation.

15. CitiFinancial is without knowledge or information sufficient to form a belief as to the truth of the factual allegation in Paragraph 15 of the Complaint and therefore denies the allegation.

16. CitiFinancial is without knowledge or information sufficient to form a belief as to the truth of the factual allegation in Paragraph 16 of the Complaint and therefore denies the allegation.

17. CitiFinancial is without knowledge or information sufficient to form a belief as to the truth of the factual allegations in Paragraph 17 of the Complaint and therefore denies the allegation.

18. CitiFinancial is without knowledge or information sufficient to form a belief as to the truth of the factual allegation in Paragraph 18 of the Complaint and therefore denies the allegation.

19. CitiFinancial is without knowledge or information sufficient to form a belief as to the truth of the factual allegation in Paragraph 19 of the Complaint and therefore denies the allegation.

20. CitiFinancial admits the factual allegation in Paragraph 20 of the Complaint.

21. CitiFinancial admits the factual allegation in Paragraph 21 of the Complaint.

22. CitiFinancial admits the factual allegation in Paragraph 22 of the Complaint.

23. CitiFinancial admits the factual allegation in Paragraph 23 of the Complaint.

Factual Allegations

24. CitiFinancial is without knowledge or information sufficient to form a belief as to the truth of the factual allegations in Paragraph 24 of the Complaint and therefore denies the allegation.

25. CitiFinancial is without knowledge or information sufficient to form a belief as to the truth of the factual allegation in Paragraph 25 of the Complaint and therefore denies the allegation.

26. CitiFinancial denies the factual allegation in Paragraph 26 of the Complaint.

27. CitiFinancial denies the factual allegation in Paragraph 27 of the Complaint.

28. CitiFinancial is without knowledge or information sufficient to form a belief as to the truth of the factual allegation in Paragraph 28 of the Complaint and therefore denies the allegation.

29. CitiFinancial is without knowledge or information sufficient to form a belief as to the truth of the factual allegation in Paragraph 29 of the Complaint and therefore denies the allegation.

30. CitiFinancial is without knowledge or information sufficient to form a belief as to the truth of the factual allegation in Paragraph 30 of the Complaint and therefore denies the allegation.

31. CitiFinancial is without knowledge or information sufficient to form a belief as to the truth of the factual allegation in Paragraph 31 of the Complaint and therefore denies the allegation.

32. CitiFinancial is without knowledge or information sufficient to form a belief as to the truth of the factual allegation in Paragraph 32 of the Complaint and therefore denies the allegation.

33. CitiFinancial is without knowledge or information sufficient to form a belief as to the truth of the factual allegation in Paragraph 33 of the Complaint and therefore denies the allegation.

34. CitiFinancial is without knowledge or information sufficient to form a belief as to the truth of the factual allegation in Paragraph 34 of the Complaint and therefore denies the allegation.

35. CitiFinancial is without knowledge or information sufficient to form a belief as to the truth of the factual allegations in Paragraph 35 of the Complaint and therefore denies the allegation.

36. CitiFinancial denies the factual allegation in Paragraph 36 of the Complaint.

37. CitiFinancial denies the factual allegation in Paragraph 37 of the Complaint.

38. CitiFinancial is without knowledge or information sufficient to form a belief as to the truth of the factual allegation in Paragraph 38 of the Complaint and therefore denies the allegation.

39. CitiFinancial denies the factual allegation in Paragraph 39 of the Complaint.

40. CitiFinancial is without knowledge or information sufficient to form a belief as to the truth of the factual allegation in Paragraph 40 of the Complaint and therefore denies the allegation.

41. CitiFinancial is without knowledge or information sufficient to form a belief as to the truth of the factual allegation in Paragraph 41 of the Complaint and therefore denies the allegation.

42. CitiFinancial denies the factual allegation in Paragraph 42 of the Complaint on the basis that it was under no obligation to conduct an investigation of Plaintiff's claim, and therefore it did not "fail" to conduct a reasonable investigation of Plaintiff's claim.

43. CitiFinancial is without knowledge or information sufficient to form a belief as to the truth of the factual allegation in Paragraph 43 of the Complaint and therefore denies the allegation.

44. CitiFinancial is without knowledge or information sufficient to form a belief as to the truth of the factual allegation in Paragraph 44 of the Complaint and therefore denies the allegation.

45. CitiFinancial is without knowledge or information sufficient to form a belief as to the truth of the factual allegation in Paragraph 45 of the Complaint and therefore denies the allegation.

46. CitiFinancial is without knowledge or information sufficient to form a belief as to the truth of the factual allegation in Paragraph 46 of the Complaint and therefore denies the allegation.

47. CitiFinancial denies the factual allegation in Paragraph 47 of the Complaint on the basis that it was under no obligation to report that Plaintiff's account was settled to Equifax, Experian, and/or Trans Union, and therefore it did not "fail" to report that the account that Plaintiff's account was settled to Equifax Information Services, LLC., Experian Information Solutions, Inc., and/or Trans Union, LLC.

48. CitiFinancial is without knowledge or information sufficient to form a belief as to the truth of the factual allegation in Paragraph 48 of the Complaint and therefore denies the allegation.

49. CitiFinancial is without knowledge or information sufficient to form a belief as to the truth of the factual allegation in Paragraph 49 of the Complaint and therefore denies the allegation.

50. CitiFinancial is without knowledge or information sufficient to form a belief as to the truth of the factual allegation in Paragraph 50 of the Complaint and therefore denies the allegation.

51. CitiFinancial is without knowledge or information sufficient to form a belief as to the truth of the factual allegation in Paragraph 51 of the Complaint and therefore denies the allegation.

52. CitiFinancial is without knowledge or information sufficient to form a belief as to the truth of the factual allegation in Paragraph 52 of the Complaint and therefore denies the allegation.

53. CitiFinancial is without knowledge or information sufficient to form a belief as to the truth of the factual allegation in Paragraph 53 of the Complaint and therefore denies the allegation.

54. CitiFinancial is without knowledge or information sufficient to form a belief as to the truth of the factual allegation in Paragraph 54 of the Complaint and therefore denies the allegation.

55. CitiFinancial is without knowledge or information sufficient to form a belief as to the truth of the factual allegation in Paragraph 55 of the Complaint and therefore denies the allegation.

56. CitiFinancial is without knowledge or information sufficient to form a belief as to the truth of the factual allegation in Paragraph 56 of the Complaint and therefore denies the allegation.

57. CitiFinancial is without knowledge or information sufficient to form a belief as to the truth of the factual allegation in Paragraph 57 of the Complaint and therefore denies the allegation.

58. CitiFinancial is without knowledge or information sufficient to form a belief as to the truth of the factual allegation in Paragraph 58 of the Complaint and therefore denies the allegation.

59. CitiFinancial acknowledges that Plaintiff requests that Midland Credit Management, Inc. and Midland Funding, LLC cease all further communication on the Account (as that term is defined in the Complaint), but CitiFinancial is without knowledge or information sufficient to form a belief as to the truth of whether Plaintiff has received communications from Midland Credit Management, Inc. and Midland Funding, LLC and therefore denies the allegation.

60. CitiFinancial is without knowledge or information sufficient to form a belief as to the truth of the factual allegation in Paragraph 60 of the Complaint and therefore denies the allegation.

61. CitiFinancial is without knowledge or information sufficient to form a belief as to the truth of the factual allegation in Paragraph 61 of the Complaint and therefore denies the allegation.

62. CitiFinancial is without knowledge or information sufficient to form a belief as to the truth of the factual allegation in Paragraph 62 of the Complaint and therefore denies the allegation.

63. CitiFinancial is without knowledge or information sufficient to form a belief as to the truth of the factual allegation in Paragraph 63 of the Complaint and therefore denies the allegation.

64. CitiFinancial is without knowledge or information sufficient to form a belief as to the truth of the factual allegation in Paragraph 64 of the Complaint and therefore denies the allegation.

65. CitiFinancial is without knowledge or information sufficient to form a belief as to the truth of the factual allegation in Paragraph 65 of the Complaint and therefore denies the allegation.

66. CitiFinancial is without knowledge or information sufficient to form a belief as to the truth of the factual allegation in Paragraph 66 of the Complaint and therefore denies the allegation.

67. CitiFinancial is without knowledge or information sufficient to form a belief as to the truth of the factual allegation in Paragraph 67 of the Complaint and therefore denies the allegation.

68. CitiFinancial is without knowledge or information sufficient to form a belief as to the truth of the factual allegation in Paragraph 68 of the Complaint and therefore denies the allegation.

69. CitiFinancial is without knowledge or information sufficient to form a belief as to the truth of the factual allegation in Paragraph 69 of the Complaint and therefore denies the allegation.

70. CitiFinancial is without knowledge or information sufficient to form a belief as to the truth of the factual allegation in Paragraph 70 of the Complaint and therefore denies the allegation.

Count I – Violation of FRCA by Midland Funding

71. Paragraph 71 of the Complaint incorporates the previous paragraphs of the Complaint. Accordingly, CitiFinancial incorporates its answers to each numbered paragraph above as if fully set forth herein.

72. CitiFinancial is without knowledge or information sufficient to form a belief as to the truth of the factual allegation in Paragraph 72 of the Complaint and therefore denies the allegation.

73. CitiFinancial is without knowledge or information sufficient to form a belief as to the truth of the factual allegation in Paragraph 73 of the Complaint and therefore denies the allegation.

74. CitiFinancial acknowledges that Plaintiff seeks damages against Midland Funding, LLC pursuant to 15 U.S.C. § 1681n but is without knowledge or information sufficient to form a belief as to the truth of whether Midland Funding, LLC violated any applicable law or whether Plaintiff is entitled to such damages.

Count II – Violation of FDCPA by Midland Funding

75. Paragraph 75 of the Complaint incorporates the previous paragraphs of the Complaint. Accordingly, CitiFinancial incorporates its answers to each numbered paragraph above as if fully set forth herein.

76. CitiFinancial is without knowledge or information sufficient to form a belief as to the truth of the factual allegation in Paragraph 76 of the Complaint and therefore denies the allegation.

77. CitiFinancial is without knowledge or information sufficient to form a belief as to the truth of the factual allegation in Paragraph 77 of the Complaint and therefore denies the allegation.

78. CitiFinancial acknowledges that Plaintiff seeks damages against Midland Funding, LLC pursuant to 15 U.S.C. § 1682k but is without knowledge or information sufficient to form a belief as to the truth of whether Midland Funding, LLC violated any applicable law or whether Plaintiff is entitled to such damages.

Count III – Violation of FCRA by Midland Credit

79. Paragraph 79 of the Complaint incorporates the previous paragraphs of the Complaint. Accordingly, CitiFinancial incorporates its answers to each numbered paragraph above as if fully set forth herein.

80. CitiFinancial is without knowledge or information sufficient to form a belief as to the truth of the factual allegation in Paragraph 80 of the Complaint and therefore denies the allegation.

81. CitiFinancial is without knowledge or information sufficient to form a belief as to the truth of the factual allegation in Paragraph 81 of the Complaint and therefore denies the allegation.

82. CitiFinancial acknowledges that Plaintiff seeks damages against Midland Credit Management, Inc. pursuant to 15 U.S.C. § 1681n but is without knowledge or information sufficient to form a belief as to the truth of whether Midland Credit Management, Inc. violated any applicable law or whether Plaintiff is entitled to such damages.

Count IV – Violation of FDCPA by Midland Credit

83. Paragraph 83 of the Complaint incorporates the previous paragraphs of the Complaint. Accordingly, CitiFinancial incorporates its answers to each numbered paragraph above as if fully set forth herein.

84. The allegation in Paragraph 84 of the Complaint constitutes a legal conclusion to which CitiFinancial is not required to respond. However, to the extent a response is required, CitiFinancial is without knowledge or information sufficient to form a belief as to the truth of the allegation in Paragraph 84 of the Complaint and therefore denies the allegation.

85. CitiFinancial acknowledges that Plaintiff seeks damages against Midland Credit Management, Inc. pursuant to 15 U.S.C. § 1682k(a) but is without knowledge or information sufficient to form a belief as to the truth of whether Midland Credit Management, Inc. violated any applicable law or whether Plaintiff is entitled to such damages.

Count V – Violation of Tex. Fin. Code by Midland Funding

86. Paragraph 86 of the Complaint incorporates the previous paragraphs of the Complaint. Accordingly, CitiFinancial incorporates its answers to each numbered paragraph above as if fully set forth herein.

87. CitiFinancial is without knowledge or information sufficient to form a belief as to the truth of the factual allegation in Paragraph 87 of the Complaint and therefore denies the allegation.

88. CitiFinancial acknowledges that Plaintiff seeks damages, reasonable attorney's fees and costs against Midland Funding, LLC but is without knowledge or information sufficient to form a belief as to the truth of whether Midland Funding, LLC violated any applicable law or whether Plaintiff is entitled to such damages, attorney's fees and costs.

Count VII – Violation of Tex. Fin. Code by Midland Credit

89. Paragraph 89 of the Complaint incorporates the previous paragraphs of the Complaint. Accordingly, CitiFinancial incorporates its answers to each numbered paragraph above as if fully set forth herein.

90. CitiFinancial is without knowledge or information sufficient to form a belief as to the truth of the factual allegation in Paragraph 90 of the Complaint and therefore denies the allegation.

91. CitiFinancial acknowledges that Plaintiff seeks damages, reasonable attorney's fees and costs against Midland Credit Management, Inc. but is without knowledge or information sufficient to form a belief as to the truth of whether Midland Credit Management, Inc. violated any applicable law or whether Plaintiff is entitled to such damages, attorney's fees and costs.

Count IX – Invasion of Privacy (Intrusion on Seclusion) by Midland Credit

92. CitiFinancial is without knowledge or information sufficient to form a belief as to the truth of the factual allegations in Paragraph 92 of the Complaint and therefore denies the allegation.

Count X – Violation of FCRA by CitiFinancial

93. Paragraph 93 of the Complaint incorporates the previous paragraphs of the Complaint. Accordingly, CitiFinancial incorporates its answers to each numbered paragraph above as if fully set forth herein.

94. CitiFinancial denies the factual allegation in Paragraph 94 of the Complaint.

95. CitiFinancial denies the factual allegation in Paragraph 95 of the Complaint.

96. CitiFinancial acknowledges that Plaintiff seeks damages against it pursuant to 15 U.S.C. § 1681n but denies that it violated any applicable law and further denies that Plaintiff is entitled to such damages.

Count XI – Violation of FCRA by Equifax

97. Paragraph 97 of the Complaint incorporates the previous paragraphs of the Complaint. Accordingly, CitiFinancial incorporates its answers to each numbered paragraph above as if fully set forth herein.

98. CitiFinancial is without knowledge or information sufficient to form a belief as to the truth of the factual allegation in Paragraph 98 of the Complaint and therefore denies the allegation.

99. CitiFinancial is without knowledge or information sufficient to form a belief as to the truth of the factual allegation in Paragraph 99 of the Complaint and therefore denies the allegation.

100. CitiFinancial acknowledges that Plaintiff seeks damages against Equifax Information Services, LLC pursuant to 15 U.S.C. § 1681n but is without knowledge or information sufficient to form a belief as to the truth of whether Equifax Information Services, LLC violated any applicable law and whether Plaintiff is entitled to such damages.

Count XII – Violation of FRCA by Experian

101. Paragraph 101 of the Complaint incorporates the previous paragraphs of the Complaint. Accordingly, CitiFinancial incorporates its answers to each numbered paragraph above as if fully set forth herein.

102. CitiFinancial is without knowledge or information sufficient to form a belief as to the truth of the factual allegation in Paragraph 102 of the Complaint and therefore denies the allegation.

103. CitiFinancial is without knowledge or information sufficient to form a belief as to the truth of the factual allegation in Paragraph 103 of the Complaint and therefore denies the allegation.

104. CitiFinancial acknowledges that Plaintiff seeks damages against Experian Information Services pursuant to 15 U.S.C. § 1681n but is without knowledge or information sufficient to form a belief as to the truth of whether Experian Information Solutions, Inc. violated any applicable law or whether Plaintiff is entitled to such damages.

Count XIII – Violation of FCRA by Trans Union

105. Paragraph 105 of the Complaint incorporates the previous paragraphs of the Complaint. Accordingly, CitiFinancial incorporates its answers to each numbered paragraph above as if fully set forth herein.

106. CitiFinancial is without knowledge or information sufficient to form a belief as to the truth of the factual allegation in Paragraph 106 of the Complaint and therefore denies the allegation.

107. CitiFinancial is without knowledge or information sufficient to form a belief as to the truth of the factual allegation in Paragraph 107 of the Complaint and therefore denies the allegation.

108. CitiFinancial acknowledges that Plaintiff seeks damages against Trans Union, LLC pursuant to 15 U.S.C. § 1681n but is without knowledge or information sufficient to form a

belief as to the truth of whether Trans Union, LLC violated any applicable law or whether Plaintiff is entitled to such damages.

Respondeat Superior

109. CitiFinancial is without knowledge or information sufficient to form a belief as to the truth of the factual allegation in Paragraph 109 of the Complaint and therefore denies the allegation.

110. CitiFinancial is without knowledge or information sufficient to form a belief as to the truth of the factual allegation in Paragraph 110 of the Complaint and therefore denies the allegation.

111. CitiFinancial is without knowledge or information sufficient to form a belief as to the truth of the factual allegation in Paragraph 111 of the Complaint and therefore denies the allegation.

112. CitiFinancial is without knowledge or information sufficient to form a belief as to the truth of the factual allegation in Paragraph 112 of the Complaint and therefore denies the allegation.

113. CitiFinancial is without knowledge or information sufficient to form a belief as to the truth of the factual allegation in Paragraph 113 of the Complaint and therefore denies the allegation.

114. CitiFinancial is without knowledge or information sufficient to form a belief as to the truth of the factual allegation in Paragraph 114 of the Complaint and therefore denies the allegation.

115. CitiFinancial is without knowledge or information sufficient to form a belief as to the truth of the factual allegation in Paragraph 115 of the Complaint and therefore denies the allegation.

116. CitiFinancial acknowledges that Plaintiff seeks damages against Midland Credit Management, Inc. pursuant to 15 U.S.C. § 1682k(a) but is without knowledge or information sufficient to form a belief as to the truth of whether Midland Credit Management, Inc. violated any applicable law or whether Plaintiff is entitled to such damages.

Jury Trial Demand

117. CitiFinancial admits that Plaintiff demands a jury trial in Paragraph 117 of the Complaint but is without knowledge or information sufficient to form a belief as whether Plaintiff satisfied all requirements to be entitled to a jury trial, and therefore CitiFinancial denies the allegation.

Demand for Relief

118. CitiFinancial acknowledges Plaintiff's demand for relief but denies that it violated any applicable law and further denies that Plaintiff is entitled to any of the relief sought against it. CitiFinancial is without knowledge or information sufficient to form a belief as to the truth of whether the other defendants violated any applicable laws and CitiFinancial therefore denies that Plaintiff is entitled to any of the relief sought in the demand for relief.

119. All allegations contained in the Complaint not specifically admitted or otherwise qualified herein are denied.

AFFIRMATIVE AND OTHER DEFENSES

120. CitiFinancial hereby states the following defenses to the Complaint but does not assume the burden of proof on such defense except as required by applicable law with respect to the particular defense asserted. Further, CitiFinancial reserves the right to assert

additional affirmative and other defenses and/or otherwise supplement this Original Answer upon further discovery of facts or evidence rendering such action appropriate.

FIRST DEFENSE

121. CitiFinancial did not originate or service the Account, as that term is defined in the Complaint, and it is not and has not been a creditor of Plaintiff. Accordingly, CitiFinancial is not a proper party to this lawsuit.

SECOND DEFENSE

122. Plaintiff's claims against CitiFinancial for violation of 15 U.S.C. § 1681s-2(a)(1)(A) and 15 U.S.C. § 1681s-2(a)(8)(E) fail to state a claim for which relief can be granted.

THIRD DEFENSE

123. There is no private right of action under 15 U.S.C § 1681s-2 against a furnisher of credit information such as CitiFinancial.

WHEREFORE, PREMISES CONSIDERED, subject to Defendant CitiFinancial, Inc.'s Motion for Partial Dismissal, CitiFinancial requests that upon hearing, the Court enter a judgment that Plaintiff takes nothing by way of her claims and that CitiFinancial be awarded such other and further relief, both at law and in equity, as to which CitiFinancial may show itself to be justly entitled.

Respectfully submitted,

WINSTEAD PC

By:

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**ATTORNEYS FOR DEFENDANT CITIFINANCIAL,
INC.**

CERTIFICATE OF SERVICE

I hereby certify that on the 11th day of June 2013, a true and correct copy of the foregoing document was served via certified mail, return receipt requested on the following:

Jeff Wood, Esq.
103 N. Goliad, Suite 204
Rockwall, Texas 75087

Deanna Caldwell
One of Counsel